

# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

June 14, 2011

Board of Supervisors GLORIA MOLINA First District

MARK RIDLEY-THOMAS Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

# TRANSFER CHESEBROUGH, NORTHBRIDGE AND SUMMERHILL COUNTY PARKS TO THE CITY OF SANTA CLARITA (FIFTH DISTRICT) (5-VOTES)

#### **SUBJECT**

Approve the conveyance of two developed County parks (Chesebrough Park and Northbridge Park) and one modestly developed County park site (Summerhill Park) (collectively, the "Park Properties") to the City of Santa Clarita.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- Find that the transfer of Chesebrough and Northbridge County park properties and the Summerhill undeveloped park property to the City of Santa Clarita to preserve lands for park purposes is exempt from the requirements of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
- 2. Find that the County-owned real properties depicted in the maps and legally described in the Quitclaim deeds, are within an area approved for annexation to the City of Santa Clarita in 1997 and 2006 by the Local Agency Formation Commission for the Los Angeles County; and that the subject parks are not required for County use, and are surplus to the County for any immediate or foreseeable County need.

- 3. Approve the transfer of the County's right, title, and interest in the Park Properties to the City of Santa Clarita with applicable conditions, and instruct the Mayor to execute the Transfer Agreement.
- 4. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the conveyance of park properties to the City of Santa Clarita exempt from the California Environmental Quality Act (CEQA) and authorize the transfer of the County of Los Angeles' (County) ownership of three local County parks to the City of Santa Clarita (City) with applicable conditions. The Park Properties are located within an area that was annexed to the City in 1997 and 2006, and are known as Chesebrough Park, Northbridge Park, and a modestly developed park known as Summerhill Park. Since the approval of the annexations, the County has continued to hold title to the Park Properties and the County's Department of Parks and Recreation has continued to operate and maintain them.

On September 8, 2010, the County contacted the City to offer terms and conditions on which the County would transfer titles to the parks, including an offer of \$500,000 to be transferred to the City to fund improvements to the Park Properties. The conditions for transfer of ownership were the following:

- a. That the Park Properties would be used for open space, public recreation, and park purposes only, as required by Maintenance and Operations, V.C. 1 of long-term Obligations of the Regional Park and Open Space District Guidelines;
- b. That the Park Properties shall be equally open and available to residents of incorporated and unincorporated County territory, and that there shall be no discrimination against or preference, gratuity, bonus, or other benefits given to residents of incorporated areas not equally accorded residents of unincorporated areas as required by Maintenance and Operations, V.C. 1 of long-term Obligations of the Regional Park and Open Space District Guidelines; and
- c. That in the event that the County determines that the owner in possession is not complying with these restrictions, then all right and interest in and to the Park Properties shall revert back to the County upon providing a 30-day notice to the owner in possession of its failure to comply with these restrictions

In its response on October 11, 2010, the City indicated that it would consider accepting ownership of the subject parks if the County increased the monetary offer from \$500,000 to \$800,000, based on the City's estimated costs for the park improvements, and the Fifth Supervisorial District agreed to fund such increased amount. The actions to authorize the Chief Executive Office to execute a funding agreement with the City for the transfer of those funds were approved by your Board on March 1, 2011.

In addition to the three subject parks, the County holds title to five parcels at Canyon Country Park that should have been transferred from the County to the City at the time of incorporation. The transfer of these five parcels will be recommended to your Board in an upcoming Board action.

Finally, the conditions of another Park property that was conveyed from the County to the City as Calgrove Park, now referred to as the Veterans Historical Plaza site, need to be released and transferred to a comparable City-owned real property, which will also be recommended to your Board in an upcoming Board action.

### Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan (Goal 1), Operational Effectiveness, by transferring ownership of park land and operational and maintenance responsibilities of parks located within areas that were annexed to the City of Santa Clarita from the County in 1997 and 2006.

#### FISCAL IMPACT/FINANCING

The transfer of the Park Properties to the City will have a one-time impact of \$800,000 for the transfer funds for park improvements and an estimated ongoing annual net cost savings of \$336,085.29 to the County from the discontinuance of operating and maintaining the three parks.

The one-time cost of \$800,000 for the transfer of funds to the City was funded by Fifth District Capital Improvement funds, which were appropriated in the Project and Facility Development Fund as approved by your Board on March 1, 2011

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the Park Properties to the City is authorized by sections 25550 and 25550.5 of the California Government Code, which authorizes the transference of County parks situated within a city, to the city for the promise of continuing to operate

them as parks. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

As required by Government Code Section 65402, notification of the proposed transfer was submitted to the City's Department of Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this transfer of ownership was received within the 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed transfer of ownership as required by Government Code Section 54222.

County Counsel has reviewed the Quitclaim Deeds and Transfer Agreement related to the proposed conveyances and has approved them as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The project is categorically exempt from the provisions of CEQA. The transfer of the surplus government property to the City in order to preserve lands for park purposes is a within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15325 (f) of the State CEQA guidelines. The project involves conveyance of surplus property to be used for park purposes. In addition, the project is not located in a sensitive environment, there are no cumulative impacts, unusual circumstances or other limiting factors that would make the exemption inapplicable based on the project records.

Furthermore, upon conveyance of the park properties, the City will be responsible for complying with any CEQA requirements in connection with the use and improvements of the property

Upon your Board's approval of the project, The Chief Executive Office will file a Notice of Exemption with the Registrar/County Clerk in accordance with Section 15062 of the state CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will have no impact on current services, as the Park Properties will continue to be maintained and operated as local public parks following the transfer of ownership from the County to the City.

### **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Transfer Agreement and Quitclaim Deeds for the properties conveyed, two certified copies of the Minute Order, and the adopted Board letter to the CEO Real Estate Division at 222 South Hill Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:RLR:DJT SW:RB:cbv

**Attachments** 

c: Executive Office, Board of Supervisors Auditor-Controller County Counsel Parks and Recreation City of Santa Clarita

06-14-2011 Transfer 3 SC Parks - HOA\_795866\_1

### SANTA CLARITA PARK PROPERTIES TRANSFER AGREEMENT

This Santa Clarita Park Properties Transfer Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_2011, by and between the City of Santa Clarita, a municipal corporation ("City"), and the County of Los Angeles ("County") a body politic and corporate, pursuant to Government Code Section 25365, regarding the conveyance of real properties. This Agreement is made with reference to the following facts:

- A. County is the owner of three individual park properties known as Chesebrough Park, Summerhill Park, and Northbridge Park as shown on the exhibits to the hree Quitclaim Deeds, attached hereto and incorporated herein by this reference as Exhibit A, Exhibit B, and Exhibit C. The real properties being conveyed shall be referred to collectively herein as the "Park Properties."
- B. City agrees to accept the Park Properties for the purpose of incorporating them into the City's park system.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

### 1. Transfer of Park Properties.

County agrees to effectuate the transfer of the Park Properties by executing the Quitclaim Deeds attached hereto as Exhibits A, B, and C and incorporated herein by this reference. City hereby represents to County that said Quitclaim Deeds are sufficient to release County's interest in the Park Properties.

- **2.** <u>Use.</u> The City agrees at its cost, to develop, operate and maintain the Park Properties solely for public park and recreational purposes.
- 3. <u>Consideration</u>. Both City and County mutually agree that the consideration provided for the conveyance of the Park Properties shall be the City's agreement to develop, operate, and maintain the Park Properties for public park and recreational purposes for the benefit of the residents of incorporated and unincorporated Los Angeles County and the City. The County agrees to transfer \$800,000 which will be transferred by a warrant issued by the County within 15 business days of the Board of Supervisors' approval of this Agreement.
- 4. <u>Condition of Title to Park Properties.</u> Except as otherwise expressly provided in this Agreement, the City is acquiring the Park Properties "AS IS" and "WITH ALL FAULTS" in their present state and conditions as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to

the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

### 5. Warranties of County. County warrants that:

- A. County has no actual present knowledge of any pending litigation involving the Park Properties.
- B. County has no actual present knowledge of any violation of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Park Properties.
- **6.** Closing Date and Recordation. The closing date ("Closing") shall be on or before July 1, 2011.

The parties agree that the County will arrange for recording of the documents necessary to complete the conveyance contemplated hereby. The City agrees to timely provide the County its certificate(s) or resolution(s) of acceptance, pursuant to Government Code Section 27281 prior to the recording of the documents in a form substantially similar to that shown in Exhibit D, attached hereto and incorporated herein by this reference.

- 7. Indemnifications. The City waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to site conditions of the Park Properties that accrue, or incidents that occur, after closing.
- 8. <u>Default Regarding Use of County Lobbyists</u>. State and each County Lobbyist or County Lobbing firm, as defined in Los Angeles County Code Section 2.160.010, retained by State shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of State or any County Lobbyist or County Lobbying firm retained by State to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.
- **9.** <u>Notices</u>. Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

City:

Darren Hernandez Deputy City Manager City of Santa Clarita 23920 Valencia Boulevard, Suite 300 Santa Clarita, CA 91355 County:

Chief Executive Office

500 W. Temple Street, Room 754

Los Angeles, CA 90012

ATTENTION: Richard Beltran

with a copy to:

Department of Parks and Recreation

Attention: James Barber, Planning Division

510 South Vermont Avenue Los Angeles, CA 90020

- **10.** <u>Counterpart.</u> This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which, together, shall constitute one and the same instrument.
- 11. <u>Authorization, Approvals, Binding Nature.</u> This Agreement has no force and effect and is not binding on the City until and unless it is authorized by the City Council, and the County until and unless authorized by the Board of Supervisors at a duly noticed public meeting.
- **12.** <u>Time is of the Essence.</u> Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
- by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
- **14.** Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- 15. <u>California Law.</u> This Agreement shall be construed in accordance with the internal laws of the State of California.
- 16. <u>Waivers.</u> No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
- 17. <u>Captions.</u> The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
- 18. <u>No Presumption Re: Drafter.</u> The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed

between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

- **19.** Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.
- **20.** Required Actions of the Parties. County and City agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.
- **21.** <u>Survival of Covenants.</u> The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the transfer of the Park Properties and recordation of the Quitclaim Deeds.
- **22.** <u>Interpretation.</u> Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
- **23.** Final Agreement. This Agreement and the exhibits attached hereto, contains the entire agreement of the parties with respect to the transaction contemplated hereby and supersedes any prior agreement, oral or written, between City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by the parties hereto.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first above written.

## CITY OF SANTA CLARITA

	Ву _	
ATTEST:		Mayor, Board of Supervisors
SACHI A. HAMAI Executive Officer- Clerk of The Board of Supervisors		
By:		
Deputy		

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN County Counsel

By:	
Deputy	

### **EXHIBIT A** CHESEBROUGH PARK QUITCLAIM DEED- COUNTY TO CITY OF SANTA **CLARITA**

RECORDING REQUESTED BY County of Los Angeles AND MAIL TO City of Santa Clarita 23920 Valencia Boulevard Santa Clarita, CA 91355 Attention: Ken Pulskamp Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS:

2810-053-900 and 901 2810-053-002 and 003

2810-055-076 and 077 (portions)

# QUITCLAIM DEED

The COUNTY OF LOS ANGELES, a body corporate and politic, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

### **CITY OF SANTA CLARITA** ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The locations of the Property are identified in the maps attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

Page 1 of 3 plus Exhibits

#### SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only:
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated	COUNTY OF LOS ANGELES
COLA LOG NO.	Ву
	Michael D. Antonovich
	Mayor, Los Angeles County

D. O. CO. L. T. C. C.
By: Senior Deputy
ANDREA SHERIDAN ORDIN County Counsel
APPROVED AS TO FORM:
By
SACHI A. HAMAI, Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles
and year above written.
In witness whereof, I have also hereunto set my hand and affixed my official seal the day
Tape. Notice of the Country of Loo / trigolog.
Supervisors of the County of Los Angeles.
on this date, a copy of the document was delivered to the Chairperson of the Board of
affixed hereto as the official execution of this document. The undersigned further certifies that
facsimile signature of, Mayor, Los Angeles County was
The undersigned hereby certifies that on this day of, 2011, the
Board on all papers, documents, or instruments requiring said signature.
Government Code which authorized the use of facsimile signatures of the Chairperson of the
authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the
officio the governing body of all other special assessment and taxing districts, agencies and
On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex
COUNTY OF LOS ANGELES )
) ss.

Page 3 of 3 plus Exhibits

# EXHIBIT A LEGAL DESCRIPTION

# EXHIBIT B NORTHBRIDGE PARK QUITCLAIM DEED- COUNTY TO CITY OF SANTA CLARITA

•	*	
RECORDING REQUESTED BY	*	
County of Los Angeles	*	
AND MAIL TO	*	
City of Santa Clarita	*	
23920 Valencia Boulevard	*	
Santa Clarita, CA 91355	*	-
Attention: Ken Pulskamp	*	
·	*	
	Space above this line for Recorder's use	

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE
AND TAXATION CODE

TAX PARCELS: 2811-029-900

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

### **CITY OF SANTA CLARITA** ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

#### SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only;
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated		COUNTY OF LOS ANGELES	
COLA LOG NO	Ву		
		Michael D. Antonovich Mayor, Los Angeles County	

\
) ss. COUNTY OF LOS ANGELES )
On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex
officio the governing body of all other special assessment and taxing districts, agencies and
authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the
Sovernment Code which authorized the use of facsimile signatures of the Chairperson of the
Board on all papers, documents, or instruments requiring said signature.
The undersigned hereby certifies that on this day of, 2011, the
acsimile signature of, Mayor, Los Angeles County was
affixed hereto as the official execution of this document. The undersigned further certifies that
on this date, a copy of the document was delivered to the Chairperson of the Board of
Supervisors of the County of Los Angeles.
In witness whereof, I have also hereunto set my hand and affixed my official seal the day
and year above written.
SACHI A. HAMAI, Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles
Ву
APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN County Counsel
Ву:
Senior Deputy

LOT 1 OF TRACT NO. 44485, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1115 PAGES 56 TO 65 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL RIGHT, TITLE AND INTEREST IN ALL OF THE SUBSURFACE OIL, GAS, CASING HEAD GAS AND OTHER SOLID, LIQUID OR GASEOUS HYDROCARBONS AND OTHER SUBSURFACE MINERALS AS QUITCLAIMED TO NEWHALL RESOURCES, A CALIFORNIA LIMITED PARTNERSHIP BY DOCUMENT ENTITLED "MINERAL DEED" RECORDED MARCH 31, 1893 AS INSTRUMENT NO. 83-352390 OF OFFICIAL RECORDS.

# EXHIBIT C SUMMERHILL PARK QUITCLAIM DEED— COUNTY TO CITY OF SANTA CLARITA

RECORDING REQUESTED BY	*	
County of Los Angeles	*	
AND MAIL TO	*	
City of Santa Clarita	. *	
23920 Valencia Boulevard	*	
Santa Clarita, CA 91355	*	
Attention: Ken Pulskamp	*	
·	*	
	Space above this line for Recorder's use	

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE
AND TAXATION CODE

TAX PARCELS: 2810-041-900

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

### CITY OF SANTA CLARITA ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

### SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only;
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated		COUNTY OF LOS ANGELES
COLA LOG NO	Ву	
		Michael D. Antonovich Mayor, Los Angeles County

LOT 112 OF TRACT NO. 45440-01, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1202 PAGES 74 TO 87 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

# EXHIBIT D CITY OF SANTA CLARITA CERTIFICATE OF ACCEPTANCE

Santa Clarita by the attached Quitclain executed by the County of Los Angeles	s, a body corporate and politic, is hereby
accepted by the undersigned officer on beh	
Ken Pulskamp City Manager	Dated: <u> </u>
Approved as to Form:	
By: City Attorney	Dated: 5/3//1/

### **Chesebrough Park**

RECORDING REQUESTED BY

County of Los Angeles

AND MAIL TO

City of Santa Clarita
23920 Valencia Boulevard

Santa Clarita, CA 91355

Attention:

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2810-053-900 and 901

2810-053-002 and 003

2810-055-076 and 077 (portions)

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

#### **CITY OF SANTA CLARITA** ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The locations of the Property are identified in the maps attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

#### SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only;
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated	COUNTY OF LOS ANGELES
COLA LOG NO.	Ву
	Michael D. Antonovich
	Mayor, Los Angeles County

STATE OF CALIFORNIA)	)			
COUNTY OF LOS ANGELES	) ss. )			
On January 6, 1987, tl	ne Board of Supervisors	for the County of	f Los Angeles and ex officion	the
governing body of all other spe	ecial assessment and taxi	ing districts, agend	cies and authorities for which	said
Board so acts adopted a resolu	ition pursuant to Section 2	25103 of the Gove	rnment Code which authorized	d the
use of facsimile signatures of th	ne Chairperson of the Boa	rd on all papers, de	ocuments, or instruments requ	ıiring
said signature.				
The undersigned hereby	certifies that on this	day of	, 2006, the facsimile signa	ature
of	, Mayor, Los Angel	es County was affi	xed hereto as the official exec	ution
of this document. The undersi	gned further certifies that c	on this date, a copy	of the document was deliver	ed to
the Chairperson of the Board of	Supervisors of the County	y of Los Angeles.		
In witness whereof, I ha	ave also hereunto set my	hand and affixed	my official seal the day and	year
above written.				
	Sachi A. Hamai, Executiv Board of Supervisors, Co		c	
	board of Supervisors, Co	unty or Los Angele	5	
	•			
	Deputy			
APPROVED AS TO FORM:				
RAYMOND G. FORTNER County Counsel				
Ву				
Deputy				

M0026007

File with: CHESEBROUGHPARK 1-1

A.P.N. 2810-053-002 T.G. 4460 (G5) I.M. 264-117 Fifth **District** 

### **LEGAL DESCRIPTION**

PARCEL NO. 1-1PP: (PORTION OF VALENCIA NORTHPARK HOMEOWNER ASSOCIATION PROPERTY TO BE DEEDED TO THE COUNTY OF LOS ANGELES)

THAT PORTION OF LOT 45 OF TRACT NO. 46389-07 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1220, PAGES 1 TO 8, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE MOST NORTHERLY NORTHEASTERLY CORNER OF SAID LOT 45; THENCE ALONG THE EASTERLY LINE OF SAID LOT 45 SOUTH 09°31′25″ EAST 58.00 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 46°15′35″ EAST 45.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE

- 1. CONTINUING ALONG SAID EASTERLY LINE SOUTH 46°15'35" EAST 15.42 FEET; THENCE
- 2. CONTINUING ALONG SAID EASTERLY LINE SOUTH 20°58'05" WEST 116.05 FEET; THENCE
- 3. CONTINUING ALONG SAID EASTERLY LINE SOUTH **04°4**4′25" EAST 140.18 FEET TO THE SOUTHERLY LINE OF SAID LOT 45; THENCE
- 4. ALONG SAID SOUTHERLY LINE SOUTH 89°41'03" WEST 9.70 FEET; THENCE
- 5. LEAVING SAID SOUTHERLY LINE NORTH 02°10′00″ EAST 9.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 9.00 FEET; THENCE
- 6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58′38″ AN ARC DISTANCE OF 14.45 FEET; THENCE
  TANGENT TO SAID CURVE NORTH 89°48′38″ WEST 11.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 23.00 FEET; THENCE
- 8. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°55′10" AN ARC DISTANCE OF 34.89 FEET; THENCE
- 9. TANGENT TO SAID CURVE NORTH 02°53'28" WEST 41.33 FEET; THENCE
- 10. NORTH 62°16′57" WEST 19.57 FEET; THENCE
- 11. NORTH 02°46'10" WEST 26.17 FEET; THENCE
- 12. NORTH 07°14′21" WEST 77.42 FEET; THENCE

### **EXHIBIT A**

- 13. NORTH 82°45'39" EAST 24.94 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE WHICH HAS A RADIUS OF 225.00 FEET AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE
- 14. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE. OF 25°19'28" AN ARC DISTANCE OF 99.45 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 13,454 SQUARE FEET MORE OR LESS.

12-08-05 (EXP. 09-30-07 1 \*)
NO. 4652

PAIN MAN MAN MAN (EXP. 09-30-07 1 \*)
NO. 4652

### **EXHIBIT A**

M0026007

File with: CHESEBROUGH PARK 1-2

A.P.N. 2810-055-010 T.G. 4460 (G5) I.M. 264-117 Fifth **District** 

### LEGAL DESCRIPTION

PARCEL NO. 1-2PP: (PORTION OF VALENCIA NORTHPARK HOMEOWNER ASSOCIATION PROPERTY TO BE DEEDED TO THE COUNTY OF LOS ANGELES)

#### PART A:

THAT PORTION OF LOT 2 OF **TRACT** NO. 46389-16 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1227, PAGES 61 TO 69, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT ON THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID LOT 2 SHOWN ON SAID MAP AS HAVING A BEARING AND DISTANCE OF NORTH 80°28'35" EAST 244.78 FEET, DISTANT THEREON NORTH 80°28'35" EAST 50.10 FEET FROM THE NORTHEASTERLY CORNER OF LOT 45 OF TRACT NO. 46389-07, PER MAP FILED IN BOOK 1220, PAGES 1 TO 8, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY; THENCE

- 1. NORTH 16°59'22" EAST 9.22 FEET; THENCE
- 2. NORTH 77°51′54″ EAST 113.55 FEET; THENCE
- 3. NORTH 71°04′50″ EAST 41.41 FEET; THENCE
- 4. SOUTH 74°12'17" EAST 14.13. FEET; THENCE
- 5. SOUTH 38°59'18" EAST 5.31 FEET TO A POINT ON THAT CERTAIN COURSE IN SAID SOUTHERLY LINE SHOWN ON SAID MAP OF TRACT NO. 46389-16 AS HAVING A BEARING AND DISTANCE OF NORTH 72°38'25" EAST 316.37 FEET, DISTANT THEREON NORTH 72°38'25" EAST 69.87 FEET FROM THE WESTERLY TERMINUS OF LAST MENTIONED CERTAIN COURSE; THENCE
- 6. ALONG SAID SOUTHERLY LINE SOUTH 72°38'25" WEST 69.87 FEET; THENCE
- 7. CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 80°28'35" WEST 104.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,854 SQUARE FEET MORE OR LESS.

### **EXHIBIT A**

Page 3 of *6* 

#### PART B:

THAT PORTION OF ABOVE MENTIONED LOT 2 WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT ON THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID LOT 2 SHOWN ON SAID MAP OF TRACT NO. 46389-16 AS HAVING A BEARING AND DISTANCE OF NORTH  $72^{\circ}38'25''$  EAST 316.37 FEET, DISTANT THEREON NORTH  $72^{\circ}38'25''$  EAST 290.60 FEET FROM THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE

1. ALONG SAID SOUTHERLY LINE NORTH 72°38'25" EAST 25.77 FEET TO AN ANGLE POINT; THENCE

CONTINUING ALONG SAID SOUTHERLY LINE NORTH 85°51'59" EAST 157.98 FEET TO A POINT ON SAID SOUTHERLY LINE, DISTANT THEREON NORTH 85°51'59" EAST 6.29 FEET FROM THE NORTHWESTERLY CORNER OF LOT 46 OF TRACT NO. 46389-07, PER MAP FILED IN BOOK 1220, PAGES 1 TO 8, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, LAST SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE THROUGH LAST SAID POINT BEARS NORTH 23°14'22" EAST; THENCE

- 3. LEAVING SAID SOUTHERLY LINE AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°26'11" AN ARC DISTANCE OF 35.67 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE
- 4. WESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 11°53'23" AN ARC DISTANCE OF 31.13 FEET; THENCE
- 5. TANGENT TO LAST SAID CURVE SOUTH 80°54'48" WEST 80.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE
- 6. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°17'01" AN ARC DISTANCE OF 24.93 FEET; THENCE
- 7. TANGENT TO SAID CURVE SOUTH 66°37'47" WEST 14.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,243 SQUARE FEET, MORE OR LESS.



**EXHIBIT A** 

M0026007

File with: CHESEBROUGH PARK 1-3

A.P.N. 2810-053-003 T.G. 4460 (G5) I.M. 264-117 Fifth District

### **LEGAL DESCRIPTION**

PARCEL NO. 1-3PP: (PORTION OF VALENCIA NORTHPARK HOMEOWNER ASSOCIATION PROPERTY TO BE DEEDED TO THE COUNTY OF LOS ANGELES)

THAT PORTION OF LOT 46, OF TRACT NO. 46389-07 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1220, PAGES 1 TO 8, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 46; THENCE

- 1. ALONG THE EASTERLY LINE OF SAID LOT 46 NORTH 09°05'31" WEST 430.48 FEET TO A POINT IN SAID EASTERLY LINE DISTANT THEREON SOUTH 09°05'31" EAST 13.52 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 57.00 FEET, A RADIAL LINE THROUGH THE BEGINNING OF SAID CURVE BEARS SOUTH 00°33'18" EAST; THENCE
- 2. LEAVING SAID EASTERLY LINE AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $2\dot{9}^{\circ}02'53''$  AN ARC DISTANCE OF 28.90 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE
- 3. WESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 05°15'13" AN ARC DISTANCE OF 9.17 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 46, DISTANT THEREON NORTH 85°51'59" EAST 6.29 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 46; THENCE
- 4. ALONG SAID NORTHERLY LINE SOUTH 85°51'59" WEST 6.29 FEET TO SAID NORTHWESTERLY CORNER; THENCE
- 5. ALONG THE GENERALLY WESTERLY LINE OF SAID LOT 46 SOUTH 10°28'23" EAST 418.38 FEET; THENCE

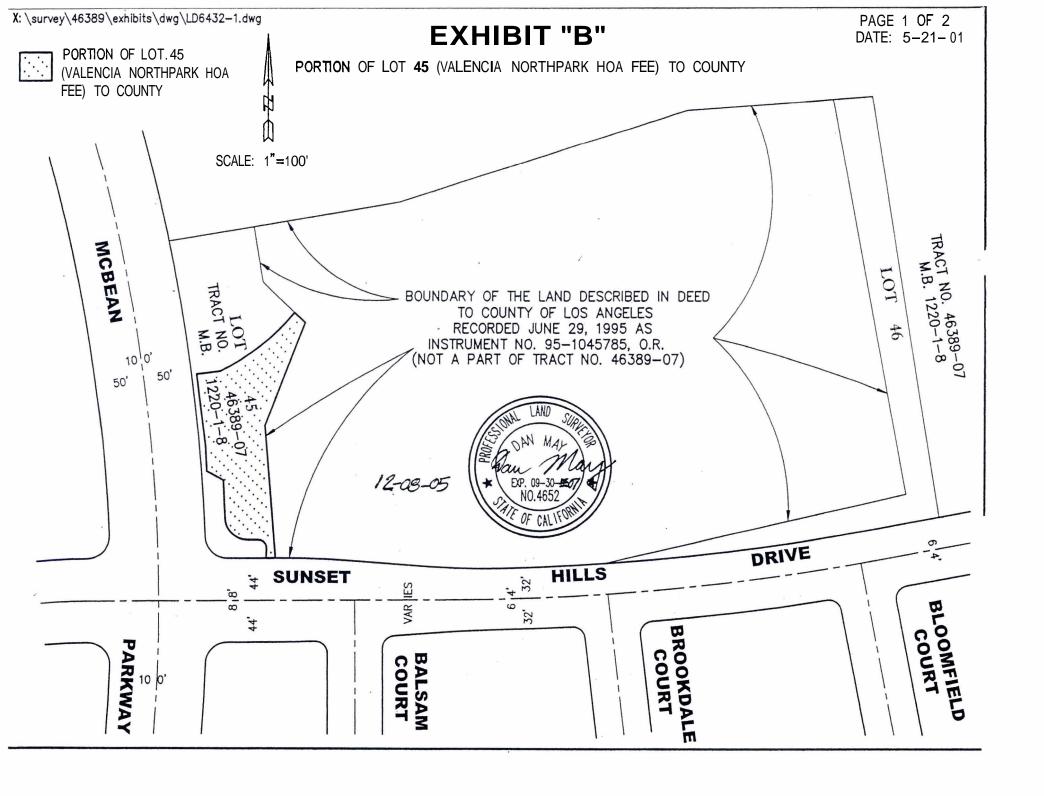
### **EXHIBIT A**

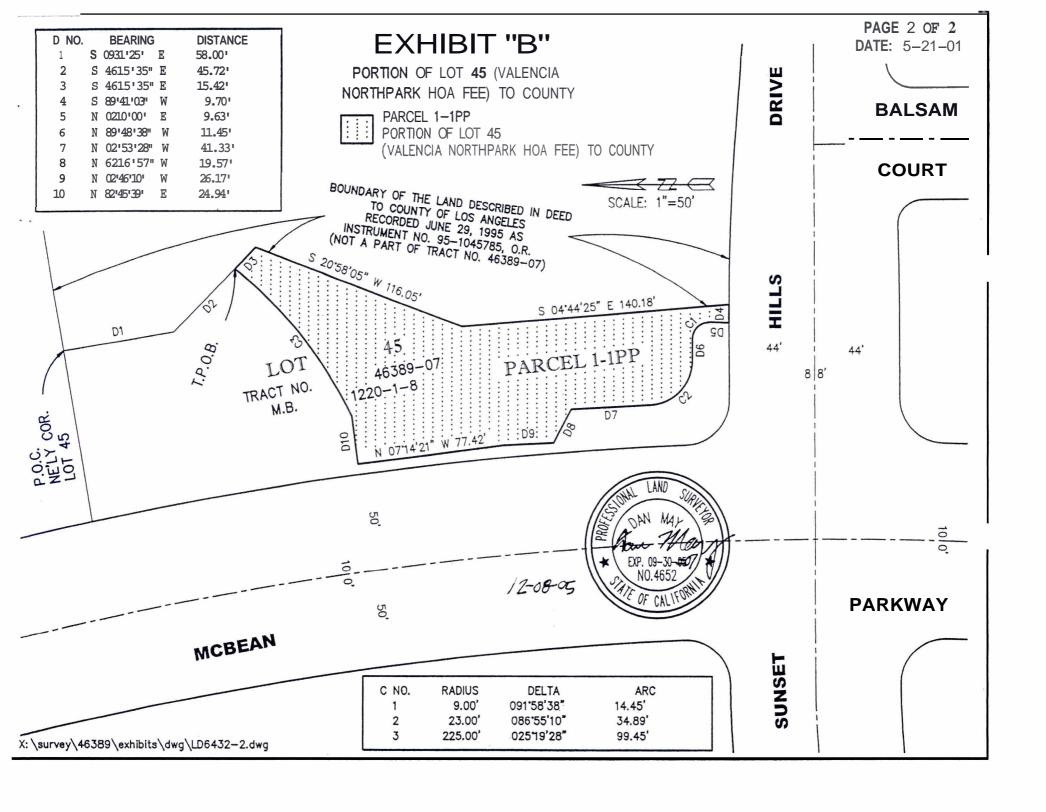
- 6. CONTINUING ALONG SAID GENERALLY WESTERLY LINE SOUTH 76°59'32" WEST 320.51 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 46, BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, IN THE SOUTHERLY LINE OF SAID LOT 46, HAVING A RADIUS OF 2468.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 03°57'48" EAST; THENCE
- 7. EASTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF  $06^{\circ}38'36''$  AN ARC DISTANCE OF 286.16 FEET; THENCE
- 8. CONTINUING ALONG SAID SOUTHERLY LINE AND TANGENT TO SAID CURVE NORTH 79°23'36" EAST 63.93 FEET TO THE POINT OF BEGINNING.

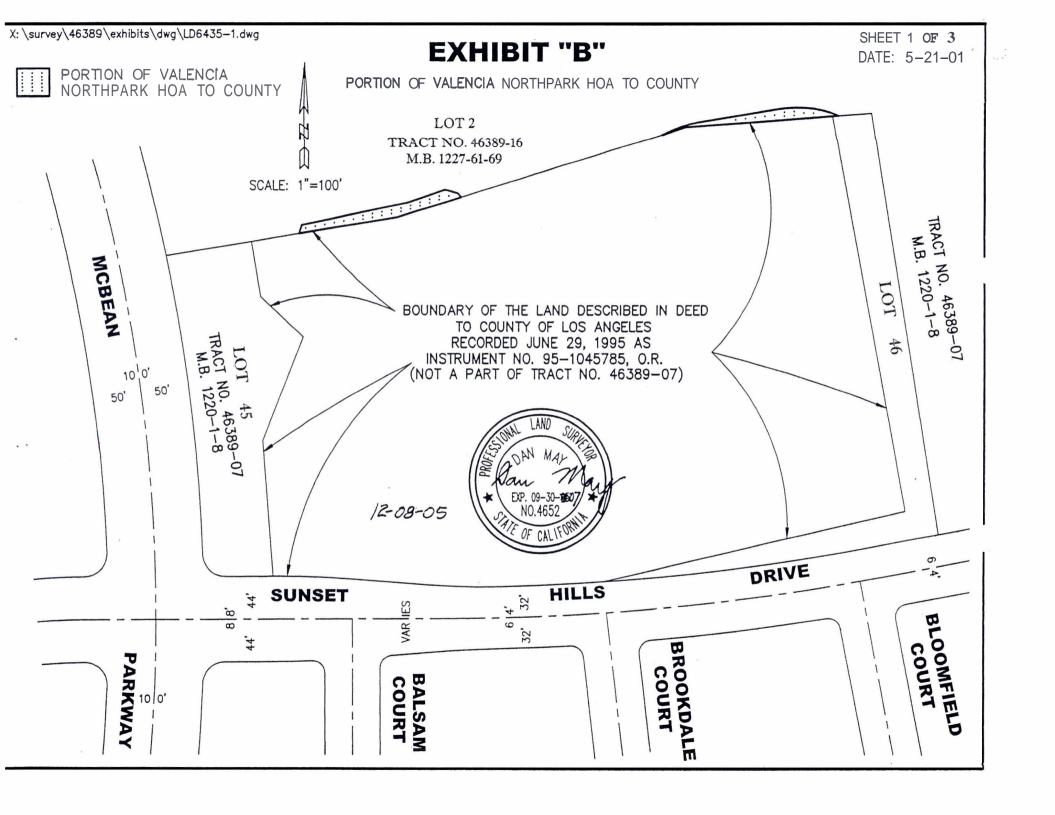
CONTAINING 21,055 SQUARE FEET MORE OR LESS.

12-08-05





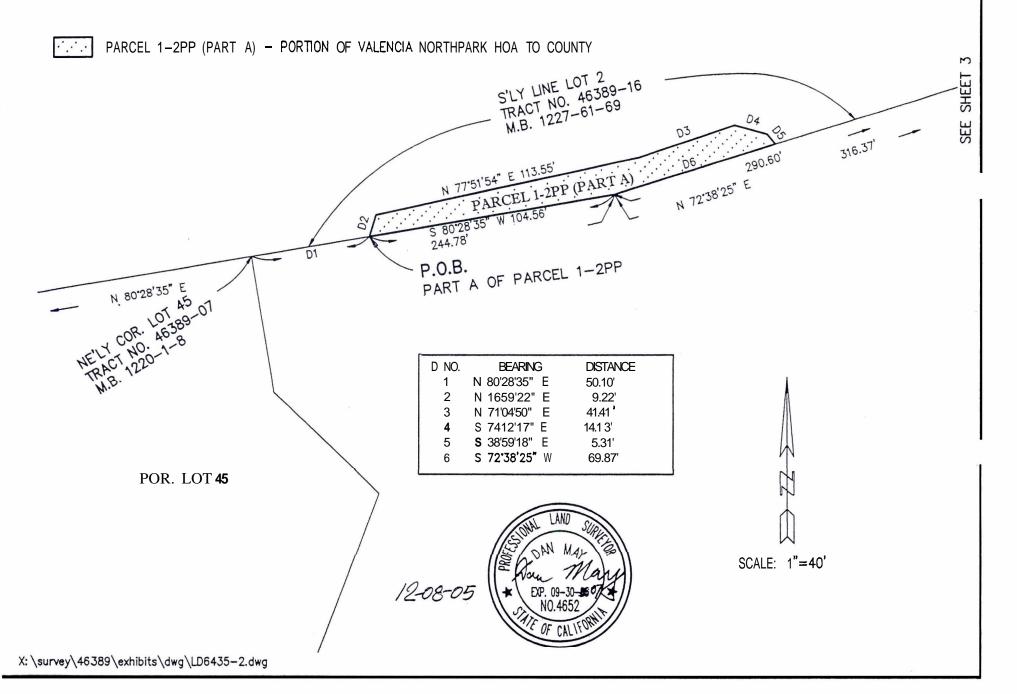




### **EXHIBIT "B"**

PORTION OF VALENCIA NORTHPARK HOA TO COUNTY

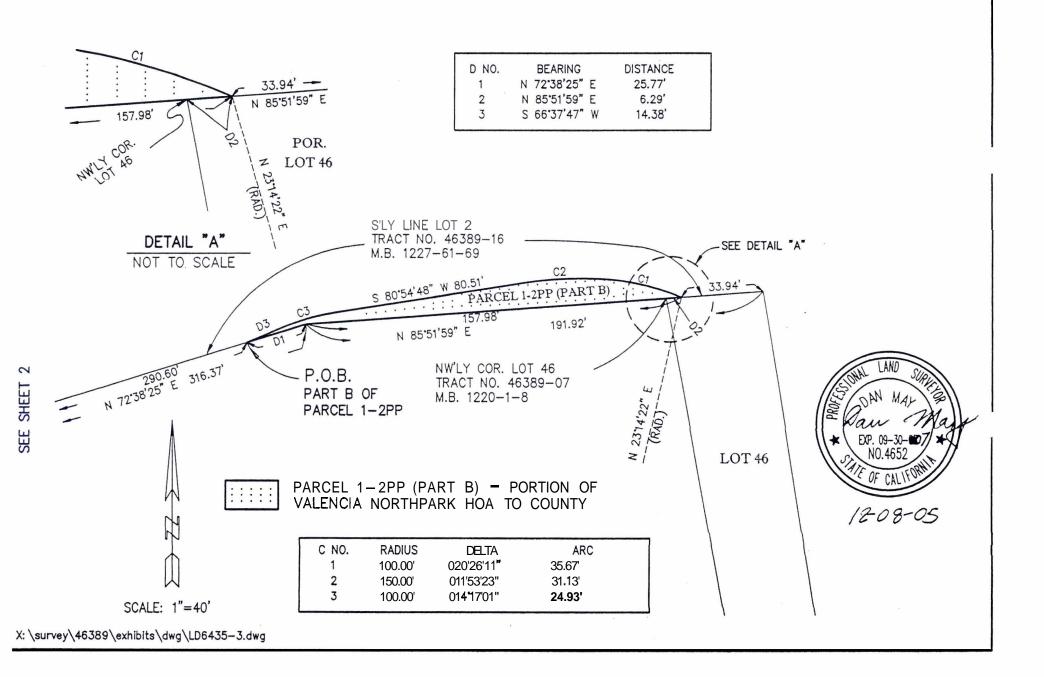
SHEET 2 OF 3 DATE: 5-21-01

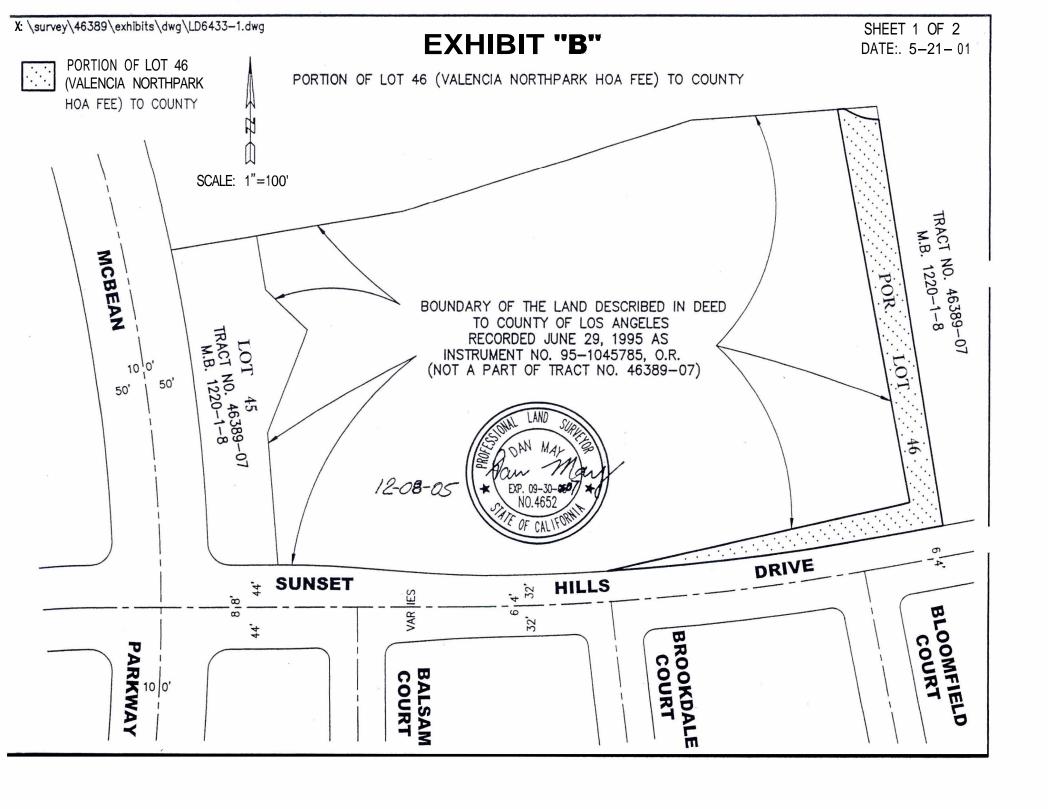


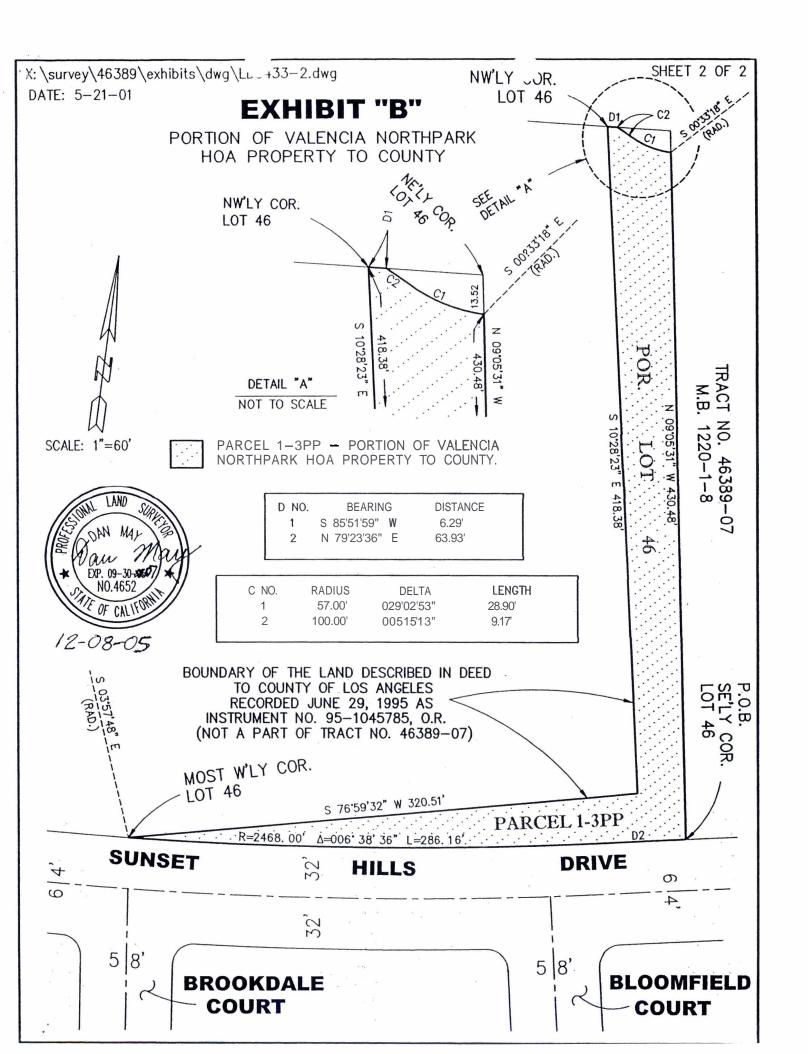
### **EXHIBIT"B"**

SHEET 3 OF 3 DATE: 5-21-01

#### PORTION OF VALENCIA NORTHPARK HOA TO COUNTY







### Northbridge Park

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355
Attention:

Space above this line for Recorder's use \_\_\_\_\_

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2811-029-900

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

### **CITY OF SANTA CLARITA** ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

### SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only;
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated	COUNTY OF LOS ANGELES
COLA LOG NO.	Ву
	Michael D. Antonovich Mayor, Los Angeles County

STATE OF CALIFORNIA)	)
COUNTY OF LOS ANGELES	) SS. )
On January 6, 1987, th	ne Board of Supervisors for the County of Los Angeles and ex officio the
governing body of all other spe	ecial assessment and taxing districts, agencies and authorities for which said
Board so acts adopted a resolu	tion pursuant to Section 25103 of the Government Code which authorized the
use of facsimile signatures of th	e Chairperson of the Board on all papers, documents, or instruments requiring
said signature.	
The undersigned hereby	certifies that on this day of, 2006, the facsimile signature
of	, Mayor, Los Angeles County was affixed hereto as the official execution
of this document. The undersign	ned further certifies that on this date, a copy of the document was delivered to
the Chairperson of the Board of	Supervisors of the County of Los Angeles.
In witness whereof, I ha	ave also hereunto set my hand and affixed my official seal the day and year
above written.	
above written.	
	Sachi A. Hamai, Executive Officer
	Board of Supervisors, County of Los Angeles
	By
	Deputy
APPROVED AS TO FORM:	
RAYMOND G. FORTNER	
County Counsel	
By Deputy	

## EXHIBIT A LEGAL DESCRIPTION

LOT 1 OF TRACT NO. 44485, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1115 PAGES 56 TO 65 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL RIGHT, TITLE AND INTEREST IN ALL OF THE SUBSURFACE OIL, GAS, CASING HEAD GAS AND OTHER SOLID, LIQUID OR GASEOUS HYDROCARBONS AND OTHER SUBSURFACE MINERALS AS QUITCLAIMED TO NEWHALL RESOURCES, A CALIFORNIA LIMITED PARTNERSHIP BY DOCUMENT ENTITLED "MINERAL DEED" RECORDED MARCH 31, 1893 AS INSTRUMENT NO. 83-352390 OF OFFICIAL RECORDS.

### **Summer Hill Park**

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2810-041-900

# QUITCLAIM DEED

The COUNTY OF LOS ANGELES, **a** body corporate and politic, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

### **CITY** OF SANTA **CLARITA** ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

#### SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only;
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated	COUNTY OF LOS ANGELES
COLA LOG NO	Bv
	Michael D. Antonovich Mayor, Los Angeles County

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature. The undersigned hereby certifies that on this \_\_\_\_\_\_ day of \_\_\_\_\_, 2006, the facsimile signature of \_\_\_\_\_\_, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles. In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written. Sachi A. Hamai. Executive Officer Board of Supervisors, County of Los Angeles Ву \_ Deputy APPROVED AS TO FORM:

RAYMOND G. FORTNER County Counsel

Deputy

# EXHIBIT A LEGAL DESCRIPTION

LOT 112 OF TRACT NO. 45440-01, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1202 PAGES 74 TO 87 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.